

# Forms

Date

(Contractor)

Subject: Notice of Award – Number and Name

On \_\_\_\_\_, 200\_\_, the Seminole County Board of County Commissioners awarded your firm a contract for the above referenced project. Accompanying this letter is one copy of the Contract Documents, including bonds for your execution. You are required to submit the executed documents within fifteen days of receipt of said contract. The Contract documents are **not** to be dated. Seminole County will date them upon execution.

**Please return a certificate of Insurance listing Seminole County, Board of County Commissioners, as additional insured, referencing project number CC-\_\_\_\_\_, in compliance with section 700 of the bid documents.**

Upon submission and acceptance of all required documentation, including bonds and insurance, a fully executed contract will be furnished to you.

Please be advised that no work shall commence on the site until a Notice to Proceed has been issued. We look forward to having you as part of the Seminole County team.

Sincerely,

Tammy L. Cummings, CPPB  
Contracts Analyst

Enclosure

cc:

(Date)

(Contractor)

Subject: (Project Number and Name)

**NOTICE TO PROCEED**

The services provided by your firm for the above subject project will begin \_\_\_\_\_, 200\_\_\_\_. The final completion date shall be \_\_\_\_\_, 200\_\_\_\_, in accordance with the content of our Contract Agreement. The timely and accurate performance of the work set forth in the contract documents is important to the County. It is also a primary consideration for contractor selection on upcoming projects.

We are glad to have you on as part of the County's project team and we look forward to a successful project.

Sincerely,

John T. Doe  
Contracts Analyst

c:  
Finance/File

**ACCEPTANCE OF NOTICE**

Receipt of the above "*NOTICE TO PROCEED*" is hereby acknowledged by  
(Company Name)  
this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

cc:  
Finance  
Project File

## SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE \_\_\_\_\_

PAYMENT NO. \_\_\_\_\_

COUNTY CONTRACT NO. \_\_\_\_\_

PERIOD ENDING \_\_\_\_\_

### REQUIRED ATTACHMENTS

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1. If monthly application for payment, the following attachments are required:

- (a) Updated monthly schedule;
- (b) Contractor's Waiver of Lien (Partial); and,
- (c) All applicable Subcontractor/Vendor's Waivers of Lien (Partial).

2. If final application for payment, the following attachments are required:

- (a) Contractor's Waiver of Lien (Final and Complete);
- (b) All applicable Subcontractor/Vendor's Waivers of Lien (Final and Complete);
- (c) Consent of surety to final payment;
- (d) Completed material and workmanship bond;
- (e) Certificate of Engineer;
- (f) Certificate of final completion;
- (g) Contractor's release; and,
- (h) Certificate of Final Inspection

**SEMINOLE COUNTY  
APPLICATION FOR PAYMENT**

CONTRACT VALUE INFORMATION

AGREEMENT TITLE \_\_\_\_\_  
ORIGINAL CONTRACT VALUE \_\_\_\_\_  
CUMULATIVE NO. C.O. (s) \_\_\_\_\_

COUNTY CONTRACT NO. \_\_\_\_\_  
CONTRACT CHANGE ORDER VALUE \_\_\_\_\_  
CURRENT CONTACT VALUE \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

The undersigned hereby swears under penalty of perjury that (1) all previous progress payments received from the COUNTY on account of Work performed under the Agreement referred to above have been applied by the CONTRACTOR to discharge in full all obligations on the CONTRACTOR incurred in connection with Work covered by prior Applications for Payment under said Agreement, being Applications for Payment 1 through \_\_\_\_ inclusive; (2) all Materials and Equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, security interests and encumbrances; (3) all previous progress payments have been applied by the CONTRACTOR to pay in full (less retainage) all amounts owed to its Subcontractors, Suppliers, Material men and Equipment Suppliers reflected (and listed) in prior Applications for Payments; and (4) all information provided on the Subcontractor and Supplier Listing which is included in this Application For Payment is true and correct.

DATED \_\_\_\_\_,

COUNTY OF \_\_\_\_\_ )  
STATE OF \_\_\_\_\_ )

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

Printed Name \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, who is the \_\_\_\_\_ of the CONTRACTOR abovementioned; that (s)he executed the above Application for Payment and statement on behalf of said CONTRACTOR.

\_\_\_\_\_  
Print Name

Notary Public in and for the County and State Aforementioned  
My Commission Expires \_\_\_\_\_

**SEMINOLE COUNTY'S APPROVAL**

In accordance with terms of the Agreement, the undersigned recommend payment to the CONTRACTOR of the Amount Due as presented.

\_\_\_\_\_  
ENGINEER

DATE \_\_\_\_\_

\_\_\_\_\_  
PROJECT MANAGER

DATE \_\_\_\_\_

ACCOUNT CHARGE CODE

## SEMINOLE COUNTY APPLICATION FOR PAYMENT

Agreement Title \_\_\_\_\_

County Contract No. \_\_\_\_\_

Original Contract Value \_\_\_\_\_

Contract C.O. Value \_\_\_\_\_

Cumulative No. C.O.s \_\_\_\_\_

Current Contract Value \_\_\_\_\_

Application for Payment is made, as shown below:

1. Original Contract Sum \$ \_\_\_\_\_

2. Net Change By Change Orders \$ \_\_\_\_\_

3. Contract Sum To Date \$ \_\_\_\_\_  
(Line 1 plus or minus 2)

4. Total Completed and Stored To Date \$ \_\_\_\_\_

5. Retainage

(a) 10% of Completed Work \$ \_\_\_\_\_

(b) 10% of Stored Material \$ \_\_\_\_\_

Total Retainage \$ \_\_\_\_\_  
(Line 5a plus 5b)

6. Total Earned Less Retainage \$ \_\_\_\_\_  
(Line 4 less Line 5 Total Retainage)

7. Less Previous Application For Payment \$ \_\_\_\_\_  
(Line 6 from Prior Application For Payment)

8. Current Payment Due \$ \_\_\_\_\_

9. Balance To Finish, Plus Retainage \$ \_\_\_\_\_  
(Line 3 less Line 6)

**SEMINOLE COUNTY  
APPLICATION FOR PAYMENT**

AGREEMENT TITLE \_\_\_\_\_ PAYMENT NO. \_\_\_\_\_

COUNTY CONTRACT NO. \_\_\_\_\_ PERIOD ENDING \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

CHANGE ORDER SUMMARY			
Change Orders Approved In Prior Months By COUNTY		Additions	Deductions
TOTAL			
Approved This Month			
Number	Date Approved		
TOTALS		\$	\$
NET CHANGE BY CHANGE ORDERS		\$	

# SEMINOLE COUNTY APPLICATION FOR PAYMENT

## SUBCONTRACTOR & SUPPLIER LISTING

### Subcontractor and Supplier Listing

List below the name and mailing address of each of your Subcontractors, Suppliers, Material men and Equipment Suppliers who have performed work or provided materials, supplies or equipment during the time period represented by this application and with each the dollar amount of their work you are applying for. If more room is necessary, please attach another sheet of paper and put an "X" in the following blank\_\_\_\_\_.

NAME	ADDRESS (including City, State, Zip Code)	AMOUNT

All amounts owed to its Subcontractors, Suppliers, Material men and Equipment Suppliers reflected (and listed) in prior Applications for Payment, except as stated hereunder.

NAME	\$ AMOUNT UNPAID	REASON FOR NONPAYMENT



SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE \_\_\_\_\_

PAYMENT NO. \_\_\_\_\_

COUNTY CONTRACT NO. \_\_\_\_\_

PERIOD ENDING \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

A	B	C	D	E	F	G	H	I		J	K
Item No.	Description of Work	Quantity	Unit Price	Scheduled Value	<u>WORK</u>  From Previous Application (F+G)	<u>COMPLETED</u>  This Period	Materials Presently Stored (Not in F or G)	Total Completed and Stored To Date (F+G+H)	% (I/E)	Balance To Finish (E-I)	Retainage
1.											
2.											
3.											
4.											
5.											
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SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE \_\_\_\_\_

PAYMENT NO. \_\_\_\_\_

COUNTY CONTRACT NO. \_\_\_\_\_

PERIOD ENDING \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

A	B	C	D	E	F	G	H	I		J	K
Item No.	Description of Work	Quantity	Unit Price	Scheduled Value	<u>WORK</u> From Previous Application (F+G)	<u>COMPLETED</u> This Period	Materials Presently Stored (Not in F or G)	Total Completed and Stored To Date (F+G+H)	% (I/E)	Balance To Finish (E-I)	Retainage
31.											
32.											
33.											
34.											
35.											
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57.											
58.											
59.											
60.											

# SEMINOLE COUNTY APPLICATION FOR PAYMENT

AGREEMENT TITLE \_\_\_\_\_

PAYMENT NO. \_\_\_\_\_

COUNTY CONTRACT NO. \_\_\_\_\_

PERIOD ENDING \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

A	B	C	D	E	F	G	H	I		J	K
Item No	Description of Work	Quantity	Unit Price	Scheduled Value	<u>Work</u> From Previous Application (F + G)	<u>Completed</u> This Period	Materials Presently Stored (not in F or G)	Total Completed and Stored To Date (F + G + H)	% (I/E)	Balance To Finish (E-I)	Retainage
61. 62.	ORIGINAL TOTALS										
	CHANGE ORDER NO. 1										
	TOTALS										

## SEMINOLE COUNTY APPLICATION FOR PAYMENT STORED MATERIALS

**AGREEMENT TITLE**\_\_\_\_\_

**PAYMENT NO.**\_\_\_\_\_

PERIOD FROM: \_\_\_\_\_

PERIOD TO: \_\_\_\_\_

Description	Item No.	Invoice No.	Invoice Value Last Period Cumulative	(-) Invoice Value For Material Installed This Period	(+) Invoice Value For Material Delivered This Period	(=) Invoice Value Actual Material Stored On Site
TOTALS						

RFI NO. \_\_\_\_\_

## REQUEST FOR INFORMATION

Agreement Title: \_\_\_\_\_

County Contract No. \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

### QUESTION

Reference:      Specification Section: \_\_\_\_\_

Drawing No. \_\_\_\_\_

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Requested by: \_\_\_\_\_

Date: \_\_\_\_\_

### REPLY

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Reply by: \_\_\_\_\_

Date: \_\_\_\_\_

cc: \_\_\_\_\_  
\_\_\_\_\_

SEMINOLE COUNTY

SHOP DRAWING SUBMITTAL

SUBMITTAL NUMBER

ENGINEER

ATTN:

Project Manager

ATTN:

Agreement Title:

COUNTY Contract No.:

CONTRACTOR:

ITEM NO.	COPIES	DESCRIPTION	PREVIOUS SUBM. NO.	SPEC SECTION	PLAN SHEET NO.

SUBMITTED BY

CONTRACTOR

Date

SUBMITTAL RETURN (to be completed by ENGINEER)

ITEM NO.	COPIES	RESUBMIT		COMMENTS
		YES	NO	

COPY:

RETURNED BY

ENGINEER

Date

SEMINOLE COUNTY  
FIELD ORDER

FIELD ORDER NO.:

\_\_\_\_\_

AGREEMENT TITLE:

\_\_\_\_\_

COUNTY CONTRACTOR NO.:

\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

ENGINEER:

\_\_\_\_\_

AGREEMENT DATE:

\_\_\_\_\_

Note: A field Order is not an instrument that amends the Contract Documents. This field Order issued by ENGINEER to CONTRACTOR orders minor variations in the Work and not a change in the Work. A field Order does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time.

I. Minor Variations Ordered:

II. Justification:

III. Acknowledgements:

This field Order ordered by:

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Receipt of this Field Order  
Acknowledged by:

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SEMINOLE COUNTY  
PURCHASING DIVISION**

**REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICE FORM**

Contract No.:	
Contractor:	User Dept/Div
Address:	Prepared by:
City, State, Zip:	Date:
Telephone No.:	Dept/Div Head Signature

STATEMENT OF PROBLEM ( <i>Specifics of Unsatisfactory Materials or Service</i> )
<i>Attach supporting documentation</i>

*Use reverse side or attachments if necessary*

<b>Contractor's Response to Complaint</b>
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To above Referenced Contractor: The above complaint has been submitted by a citizen, the ENGINEER or a COUNTY Department/Division. In the space below (or via attachment), kindly respond within ten (10) days. Failure to respond could result in withholding payment on your Progress Payment or could be cause for disqualification from future bidding for Seminole County.

Response:
Action Taken:

Contractor Representative:	Signature:
	Date:
Title:	Telephone No.:



**SEMINOLE COUNTY, FLORIDA  
CHANGE ORDER FOR CONSTRUCTION PROJECTS**

**PURCHASING DIVISION  
(407) 665-7116**

**1101 E. First Street  
Sanford, Florida 32771-1468**

Contract No: _____	Initiation Date: _____	Original: _____
Change Order No: _____	Account No: _____	Contract Date: _____
Contract for: _____		Arch/Eng Project No: _____

You are requested to make the following change(s) in this contract:

Reason for change(s):

Original Contract Sum.....	\$ _____
Contract sum prior to this change order.....	\$ _____
Change order (increase)(decrease)(unchanged).....	\$ _____
New contract sum including this change order will be.....	\$ _____
Contract time will be (increased)(decreased)(unchanged) By ( ) calendar days                      No calendar day.....	_____
Final completion date through this change order.....	_____

**Waiver** This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between County and Contractor that the Change Order represents and equitable adjustment to the Agreement and that Contractor shall waive all rights to file a Contract Claim of any nature on this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

**Acknowledgements** The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

**NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER AS APPLICABLE.**

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Architect/Engineer

\_\_\_\_\_  
Contractor (Seal)

\_\_\_\_\_  
Department/Division  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Address  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Address  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form & legal sufficiency:

\_\_\_\_\_  
County Attorney                      Date

SEMINOLE COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Date: \_\_\_\_\_

# SEMINOLE COUNTY CHANGE ORDER ATTACHMENT

[illegible]

# SEMINOLE COUNTY FINAL CHANGE ORDER ATTACHMENT

[illegible]

## SEMINOLE COUNTY CONTRACT CLAIM

Contract Claim Number \_\_\_\_\_

Agreement Title \_\_\_\_\_

County Contract Number \_\_\_\_\_

Contractor \_\_\_\_\_

Agreement Date \_\_\_\_\_

Change Request upon which this contract claim is based \_\_\_\_\_

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Contract Claim submittal date: \_\_\_\_\_

Date of occurrence of event giving rise to this Contract Claim \_\_\_\_\_

*Note: Contract Claims and supporting data must be submitted within the applicable contract claims and supporting data limitations periods set forth in the Contract Documents. Notice of Contract Claims must be made by written notice to the COUNTY's Purchasing Manager.*

I. Relief Requested:

A. Amendments to Contract Documents:

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B. Contract Time: \_\_\_\_\_

C. Contract Price: \_\_\_\_\_

II. Describe occurrence giving rise to this Contract Claim:

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III. Describe change request negotiations if this Contract Claim is based on a change Request that was not converted to a Change Order:

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IV. State the basis of this Contract Claim if based upon a unilateral Change Order or Field Order:

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*(Note: General citations or discussion of the Contract Documents is not adequate)*

V. Describe the justification for this Contract Claim:

- A. Cite the applicable Contract Document Sections providing the Contract Claim and supporting data limitation (time periods for filing) periods:

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- B. Cite the applicable Contract Document Sections upon which the Contract Claim is based:

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- C. Discuss the justification for this Contract Claim including an application of the facts to the applicable Contract Documents Sections:

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VI. Acknowledgements:

This Contract Claim is submitted by:

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Receipt of this Contract Claim acknowledge by:

Purchasing Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Note:

1. *Contract Claims are addressed under the procedures set forth in Chapter 220, Seminole County Code or successor provisions and the terms and conditions of these Contracts Documents.*
2. *The Florida False Claims Act provides civil penalties not more that \$10,000 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim.*

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: \_\_\_\_\_

County Contract No.: \_\_\_\_\_

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Agreement for \_\_\_\_\_ Agreement Date: \_\_\_\_\_

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: \_\_\_\_\_  
Engineer

And to \_\_\_\_\_  
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

\_\_\_\_\_  
Date of Substantial Completion

A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within \_\_\_\_\_ (\_\_\_\_\_) day of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Engineer

By: \_\_\_\_\_

CONTRACTOR accepts this Certificate of Substantial Completion

On \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Executed by COUNTY'S Project Manager on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Project Manager

# SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: \_\_\_\_\_

COUNTY Contract No. \_\_\_\_\_

To: CONTRACTOR \_\_\_\_\_

Project Manager \_\_\_\_\_

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on \_\_\_\_\_ in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

\_\_\_\_\_  
Contractor by

\_\_\_\_\_  
Engineer by

Reviewed by:

\_\_\_\_\_  
Contracts Supervisor

\_\_\_\_\_  
Date



# CERTIFICATE OF ENGINEER

Agreement Title: \_\_\_\_\_

County Contract No.: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

Project: \_\_\_\_\_

## CERTIFICATE OF ENGINEER

I certify that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

Agreement Date: \_\_\_\_\_

CONTRACTOR's Notice to Proceed: \_\_\_\_\_

Days allowed by Agreement: \_\_\_\_\_

Extensions granted by C.O.: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Work began: \_\_\_\_\_

Project Substantially Completed: \_\_\_\_\_

Days to complete: \_\_\_\_\_

Underrun: \_\_\_\_\_

Overrun: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Engineer

## CERTIFICATE OF FINAL COMPLETION

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Agreement Title: \_\_\_\_\_

County Contract No: \_\_\_\_\_

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

Agreement for: \_\_\_\_\_ Agreement date: \_\_\_\_\_

This Certificate of Final Completion applies to all work under the Contract Documents

To: \_\_\_\_\_  
Engineer

To: \_\_\_\_\_  
Contractor

To: \_\_\_\_\_  
Seminole County Board of County Commissioners

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

Date of Final Completion: \_\_\_\_\_

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This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

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Executed by ENGINEER ON \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
ENGINEER

BY: \_\_\_\_\_

CONTRACTOR accepts this certificate of Final Completion on \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_,  
20\_\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
BY: \_\_\_\_\_,  
Chairman

Clerk of the Board of  
County Commissioners of  
Seminole County, Florida

Date: \_\_\_\_\_

## CONTRACTOR'S RELEASE

Agreement Title: \_\_\_\_\_ County Contract No.: \_\_\_\_\_

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared \_\_\_\_\_ who, being duly sworn and personally know to me, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on \_\_\_\_\_, located in Seminole County, Florida, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ \_\_\_\_\_ which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ \_\_\_\_\_ will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

\_\_\_\_\_  
Affiant

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_  
Notary Public in and for the County and  
State Aforementioned

My commission expires: \_\_\_\_\_

## CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Affidavit To Be Presented With Each Pay Request Affidavit

State of: \_\_\_\_\_

County of: \_\_\_\_\_

From: \_\_\_\_\_

Contractor's Name

To: Seminole County

Re: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the above mentioned parties for the following project: \_\_\_\_\_

Contractor certifies:

1. that all Work covered by Application For Payment No. \_\_\_\_\_ has been performed in accordance with the terms of the Contract Documents.
2. that the materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the COUNTY on account of Work performed;
3. that all Material and Equipment obligations of the CONTRACTOR have been paid from previous payments received from the COUNTY on account of Work performed; and,
4. that all just and lawful claims of the CONTRACTOR arising out of the performance of the Work covered by this Application For Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Contractor's Name

\_\_\_\_\_

Witness by:

\_\_\_\_\_

Witness by:

\_\_\_\_\_

State of

)

) ss

County of

)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Signature

Print name: \_\_\_\_\_

Notary Public in and for the County and State Aforementioned

My commission expires: \_\_\_\_\_

# CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn according to law, deposes and says that he is the \_\_\_\_\_ (Title of Office of \_\_\_\_\_), CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the \_\_\_\_\_ and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Title

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_  
Notary Public in and for the County and  
State Aforementioned

My commission expires: \_\_\_\_\_

# SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn according to law, deposes and says that he is the \_\_\_\_\_ (Title of Office of \_\_\_\_\_), SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the \_\_\_\_\_ and that he is authorized to and does make this affidavit in behalf of said Subcontractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

\_\_\_\_\_  
Signature of Affiant Title

State of )  
County of ) ss  
)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature Print name: \_\_\_\_\_  
Notary Public in and for the County and State Aforementioned

My commission expires: \_\_\_\_\_

## CONSENT OF SURETY TO FINAL PAYMENT

We, the \_\_\_\_\_, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the \_\_\_\_\_ has caused this instrument to be executed on its behalf of its \_\_\_\_\_-and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Attorney-in-Fact

**(Power of Attorney must be attached if executed by Attorney-in-Fact)**

State of                    )  
                                  ) ss  
County of                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature

Print name: \_\_\_\_\_  
Notary Public in and for the County and  
State Aforementioned

My commission expires: \_\_\_\_\_